



CITY OF NEW HAVEN

815 Lincoln Highway East

(260) 748-7041

www.newhaven.in.gov

AGENDA

Redevelopment Commission Regular Agenda

December 10, 2025, at 5:30 PM

City Hall Community Room

815 Lincoln Highway E.

I. CALL TO ORDER

- A. Welcome - please silence cell phones and other electronic devices.
- B. Pledge of Allegiance
- C. Roll Call

II. APPROVAL OF MINUTES

- A. Approval of Minutes from the previous meeting
- B. November 12, 2025 Meeting Minutes

III. OLD BUSINESS

IV. NEW BUSINESS

- A. Consideration of HWC Engineering Agreement

V. OTHER BUSINESS

- A. Discussion on Open Projects

VI. NEXT MEETING

- A. January 14, 2026

VII. ADJOURNMENT

MEMBER	APPOINTED BY	TERM
Jen Blackburn, School Board Advisory	Mayor	1/1/25 - 12/31/25
April Clifton, Vice President	Mayor	1/1/25 - 12/31/25
Craig Dellinger, Secretary	City Council	1/1/25 - 12/31/25

Nicole Keesling, President	City Council	1/1/25 - 12/31/25
Tiffany Evans, Member	Mayor	1/1/25 - 12/31/25
Sara Swihart, Member	Mayor	1/1/25 - 12/31/25

Meetings are archived and can be viewed live at <https://newhavenin.portal.civicclerk.com/>.



CITY OF NEW HAVEN REDEVELOPMENT COMMISSION

815 Lincoln Highway East
New Haven, Indiana 46774

Phone: (260) 748-7041
Email: Pone@NewHaven.In.Gov

Steve McMichael, Mayor

MEETING MINUTES NEW HAVEN REDEVELOPMENT COMMISSION REGULAR MEETING

DATE: November 12, 2025 at 5:30 PM

LOCATION: City Hall: Community Room

Members in Attendance

MEMBER	APPOINTED BY	Term	P	A
Jen Blackburn, Advisory	School Board	1/1/25 - 12/31/25		X
April Clifton, Vice President	Mayor	1/1/25 - 12/31/25		X
Craig Dellinger, Secretary	City Council	1/1/25 - 12/31/25	X	
Nicole Keesling, President	City Council	1/1/25 - 12/31/25	X	
Tiffany Evans, Member	Mayor	1/1/25 - 12/31/25	X	
Sara Swihart, Member	Mayor	1/1/25 - 12/31/25		X

Staff Members in Attendance

- **Pone Vongphachanh, Economic Development Director**
- **Cassidy Throm, Corporate Engagement Specialist**

The Redevelopment Commission meeting was called to order at 5:30 PM by Nicole Keesling.

The Commission reviewed the October 8th, 2025 meeting minutes, and with no changes needed, approved the minutes unanimously on a motion made by Craig Dellinger, seconded by Tiffany Evans.

Pone presented the Consideration of 2026 TIF Spending Plan to the commission. Tiffany Evans motioned to approve the consideration, Craig Dellinger seconded, and the consideration was approved unanimously by the Commission.

Pone moved forward, and presented the Consideration of SR930 & Lincoln Highway Intersection Study to the Commission. Craig Dellinger made a motion to approve the consideration, Tiffany Evans seconded, and the consideration was approved unanimously by the Commission.

With no other business to come before the Commission, Craig Dellinger made a motion to adjourn, Tiffany Evans seconded, and the motion passed unanimously.

The next Redevelopment Commission meeting will be held at City Hall on December 10, 2025 at 5:30 PM.

HWC ENGINEERING
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663

AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** (“Agreement”) is recognized as being established the _____ day of _____, 2025 (the “Effective Date”), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as “**HWC**”) and New Haven Redevelopment Commission of New Haven, Indiana (hereinafter referred to as “**CLIENT**”), concerning the following:

The Project name, location and address:

SR 930 & Lincoln Highway Intersection Study
New Haven, IN

The CLIENT’s name and address:

New Haven Redevelopment Commission
815 Lincoln Hwy East
New Haven, IN 46774

The Project’s designated CLIENT representative and his/her contact information (including title, address, phone number, fax number and email address):

Pone Vongphachanh
Economic Development Director
New Haven Redevelopment Commission
815 Lincoln Hwy East
New Haven, IN 46774

The Project’s designated HWC representative and his/her contact information (including title, address, phone number, fax number and email address):

Andrew Plough, PE
Sr. Project Manager
135 N. Pennsylvania Street, Suite 2800
Indianapolis, Indiana 46204
M: 765-437-5209
aplough@hwcengineering.com

The applicable HWC Project number: 2502-386-A

WITNESSETH

WHEREAS, the CLIENT desires to contract for certain professional services in connection with the following project (hereinafter the "Project"):

SR 930 & Lincoln Highway Intersection Study

WHEREAS, HWC has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that HWC shall provide the services hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties mutually agree as follows:

SECTION I: SERVICES BY HWC

The services to be performed by HWC under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and Services to be furnished by the CLIENT are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the Services to be performed under this Agreement upon receipt of the written notice to proceed from the CLIENT and shall deliver the Services to the CLIENT in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. HWC shall not begin Services prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the CLIENT of the Project schedule and agrees to put forth reasonable efforts in performing the Services with due diligence under this Agreement in a manner consistent with that schedule attached. The CLIENT understands, however, that HWC's performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering Services are set forth or specific dates by which Services are to be completed are provided, and if such periods of time or dates are changed through no fault of HWC, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the Services performed under this Agreement as set forth in Appendix "D", attached to this Agreement and made an integral part hereof, and in accordance with the terms and conditions of payments listed in Section V.7.

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

HWC shall, in its sole discretion and without approval of the CLIENT, have the right to employ such subconsultants and consultants (collectively hereinafter "Subconsultants") as HWC deems necessary to assist in the performance of furnishing of the Services. HWC shall not be required to employ any Subconsultants unacceptable to HWC.

2. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter "Documents") prepared by HWC are the instruments of service of HWC. HWC shall be deemed the author of its Documents and shall retain all common law, statutory and other reserved rights, including copyright thereto. The CLIENT shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by CLIENT.

HWC will retain all pertinent records relating to the Services performed for a period of five (5) years following performance of Services, during which period the records will be made available to the CLIENT at all reasonable times for inspection or copying.

HWC agrees that the CLIENT is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by HWC and HWC waives all right of redress against the CLIENT if the CLIENT does not utilize same.

Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk and without liability or legal exposure to HWC. CLIENT shall indemnify and hold harmless HWC from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that HWC is entitled to enforce the prohibition against misuse of the Documents by CLIENT by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle HWC to all rights and remedies provided herein.

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the Services herein enumerated by HWC or by Subconsultants or anyone acting on behalf of either, that each will comply with all applicable state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the "Laws and Regulations"). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to CLIENT's responsibilities as provided in Appendix B or to HWC's Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of Services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. Failure by the CLIENT to report any defect or suspected defect to HWC within one (1) year from the discovery of such defect or suspected defect shall relieve HWC of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

Neither the professional activities of HWC, nor the presence of HWC or its employees and sub-consultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter "CONTRACTOR") with the CLIENT to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HWC and its personnel have no authority to exercise any control over the CONTRACTOR or its employees in connection with their work or any health and safety programs or procedures. The CLIENT agrees that the CONTRACTOR shall be solely responsible for job site safety and warrants that this intent shall be carried out in the CLIENT's contract with the CONTRACTOR. The CLIENT also agrees that the CLIENT, HWC and HWC's sub-consultants shall be indemnified by the CONTRACTOR and shall be made additional insureds under the CONTRACTOR's policies of general liability insurance.

HWC shall not be required to sign any documents, no matter by whom requested, that would result in HWC having to certify, guarantee or warrant the existence of conditions whose existence HWC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with HWC or payment of any amount due to HWC in any way contingent upon HWC's signing any such certification.

HWC shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the CLIENT or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by CLIENT. HWC shall have no liability for errors or deficiencies in its designs, drawings, specifications and other Services that were caused solely by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by HWC) in the designs, drawings, specifications and other services furnished by the CLIENT, or other consultants retained by the CLIENT. Additionally, HWC shall not be responsible for the use of the Documents by CLIENT, or consultants retained by the CLIENT, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement are to be made on the basis of HWC's experience and qualifications and represent HWC's best judgment as an experienced and qualified professional within the industry. However, since HWC has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by CLIENT), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) or over the CONTRACTOR's methods of determining prices or over competitive bidding or market conditions, HWC cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction costs prepared by HWC.

5. Status of Claims

HWC shall be responsible for keeping the CLIENT currently advised as to the status of any known claims made for damages against HWC resulting from Services performed under this Agreement. HWC shall send notice of claims related to Services under this Agreement to the CLIENT.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this Agreement the following insurance with limits as shown or greater:

- General Liability with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- Automobile Liability with a combined single limit of \$1,000,000.00 each accident.
- HWC's insurance shall be written on a "primary" basis and the CLIENT's insurance program shall be in excess of all of HWC's available coverage.
- HWC shall name CLIENT as additional insured on the General Liability, Auto Liability, and any excess liability policies.
- Worker's Compensation at statutory limits. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of CLIENT.
- Employers Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease – each employee.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000 per claim and in the aggregate.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by HWC. Subconsultants shall also name HWC and CLIENT as additional insureds on General Liability and Auto Liability policy.

CLIENT shall procure and maintain insurance as follows:

- Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00

CLIENT and HWC shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of HWC's Services and at renewals thereafter during the life of the Agreement.

7. Payment

The basis for compensation under this Agreement shall be as identified in Appendix "D".

When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the Services as defined in Appendix "A") incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. The value of the Lump Sum Services completed is determined by multiplying the percentage of the Services completed by the total fee established.

When “Hourly No Limit” or “Hourly Not-to-Exceed (NTE)” is utilized, all labor and reimbursable expenses will be billed according to the rate schedule attached herein as Appendix “D”.

HWC may submit monthly statements for Services and expenses based upon the proportion of the actual Services completed at the time of billing. Unless otherwise agreed upon in writing, payments are due within 45 days of the invoice date. Any invoice that remains unpaid beyond the due date will be assessed a late fee of 1.5% per month. In addition, HWC may, after giving fourteen days written notice to CLIENT, suspend Services under this Agreement until HWC has been paid in full all amounts due for Services, expenses, and other related charges. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the CLIENT fails to make payments when due and HWC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to HWC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable HWC staff costs at standard billing rates for HWC’s time spent in efforts to collect. This obligation of the CLIENT to pay HWC’s collection costs shall survive the term of this Agreement or any earlier termination by either party.

8. Changes in Services

In the event that either the CLIENT or HWC determine that a material change in scope, character or complexity of the Services is needed after the Services have progressed as directed by the CLIENT, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and HWC shall not commence the additional services or the change of the scope of the Services until a supplemental agreement is executed or modification is agreed upon between the parties and HWC is authorized in writing by the CLIENT to proceed.

9. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the CLIENT, subject to HWC’s approval. However, it being understood, that the permitting of HWC to proceed to complete any Services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the CLIENT of any of its rights herein.

Neither party shall be liable for any failure or delay in performing its obligations under the Agreement if such failure or delay is due to an event or circumstance beyond the reasonable control of the party claiming it, including, but not limited to, acts of God, war, civil disturbance, strikes, pandemics, fires, floods, earthquakes, or any other event of a similar nature.

10. Termination

Services may be terminated by the CLIENT or HWC by thirty (30) days’ notice in the event of substantial failure of the other party to perform in accordance with the terms hereof through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of HWC.

If so terminated, HWC shall deliver to the CLIENT copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the Services completed within twenty (20) days of the termination. In the event of the failure by HWC to make such delivery upon demand, then and in that event HWC shall pay to the CLIENT actual damages sustained by reason thereof. The earned value of the Services performed shall be based upon an estimate of the portions of the total Services as have been rendered by HWC to the date of the termination for all Services to be paid for on a lump sum basis. HWC shall be compensated for Services properly rendered prior to the effective date of termination on all Services to be paid on a cost basis or a cost-plus-fixed-fee basis. The payment as made to HWC shall be paid as the final payment in CLIENT's full settlement and release for the Services hereunder unless otherwise provided hereunder.

HWC shall not be liable for any errors or omissions contained in the deliverables which are incomplete as a result of a suspension or termination where HWC is deprived of the opportunity to complete HWC's Services.

11. Non-Discrimination

Pursuant to Indiana and federal law, HWC and HWC's Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

12. Employment Eligibility Verification

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the Services eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. HWC is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform Services under this Agreement, to certify to HWC that the Subconsultant does not knowingly employ or contract with an unauthorized alien and that the Subconsultant has enrolled and is participating in the E-Verify program. HWC agrees to maintain this certification throughout the duration of the term of a contract with a Subconsultant.

The CLIENT may terminate for default if HWC fails to cure a breach of this provision no later than thirty (30) days after being notified by the CLIENT.

13. Successor and Assigns; No Personal Liability

The CLIENT and HWC each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the CLIENT nor HWC shall assign, sublet or transfer their interest in the Agreement

without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of HWC or CLIENT regardless of the cause.

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in Marion County, Indiana.

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or Services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

16. No Third-Party Beneficiaries

HWC's Services will be performed solely for the benefit of the CLIENT and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of HWC and the CLIENT arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in Marion County, Indiana. HWC shall not be required to submit any claim based solely on the non-payment of undisputed fees to mediation prior to seeking judicial relief for such non-payment.

18. Indemnities

HWC and the CLIENT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

The CLIENT agrees to extend any and all liability limitations and indemnifications for performance of Services under this Agreement to, in and including, but not limited to HWC's officers and employees, their heirs and assigns, and HWC's Subconsultant's their heirs and assigns.

CLIENT and HWC waive against each other any claims related to indirect, incidental, special or consequential damages arising out of or related to this Agreement or the Project.

19. Complete Agreement

This Agreement, and all referenced exhibits herein which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral. This Agreement may only be supplemented, modified or canceled by written amendment duly executed by both parties.

20. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid or overnight courier, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other. Notice shall be deemed given on the date such notice is received or refused.

21. Counterparts

This Agreement shall not be binding until executed by all parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement. Signatures to this Agreement may be delivered by electronic means (e.g. by .pdf or by DocuSign or similar software) with the same effect as a physical signature.

IN WITNESS WHEREOF, the CLIENT and HWC have signed this Agreement in duplicate. One counterpart each has been delivered to the CLIENT and HWC.

“CLIENT”

“HWC”

New Haven Redevelopment Commission

HWC Engineering, Inc.

By:

By:



Printed: Nicole Keesling

Printed: Scott Wilkinson, PE

Title:

Title: Director of Transportation

Date:

Date: November 18, 2025

APPENDIX “A”

SERVICES BY HWC

HWC will provide conceptual alternate layouts for the intersection of SR 930 and Lincoln Highway. This includes generating two layouts for an alternative intersection configuration, anticipated to include both a circular and oval roundabout. It is understood that this study is to be utilized as a planning level tool for the City to aid in adjacent development decisions. A more detailed scope of Services is listed below.

Study Services

HWC will provide study Services for this project including the tasks outlined below:

- **Data Gathering:** HWC will gather available data for existing right-of-way, property lines and city utilities from available GIS data to be provided by the City. Existing traffic data from INDOT’s Traffic Count Database System will be obtained from their most recent available data and supplemented with any additional traffic information that may be available from the City. An 811 Ticket will be submitted to obtain existing private utilities located within the right-of-way.
- **Data Analysis:** HWC will utilize a planning level tool, such as FHWA’s Capacity Analysis for Planning of Junctions (Cap-X) to determine the feasibility of a roundabout at the subject intersection. Turning movements will be estimated based on available data. If enough data is not available to estimate turning movements, then HWC will work with the City to obtain reasonable estimates to utilize. This analysis is not intended to be used for final design, but as a planning level tool for feasibility analysis.
- **Intersection Layout Concepts & Memo:** HWC will prepare up to two roundabout alternates to determine impacts to adjacent utilities, estimate right-of-way needs and provide a planning level construction cost estimate. HWC will configure these alternates to not impact the existing right-of-way for O’Daniel Ford and Norm’s Point Service at the direction of the City. The deliverables of this study are expected to include two exhibits (one for each alternate) on an aerial background, as well as a memo summarizing our findings.
- **Meetings:** HWC will include up to three (3) meetings with the City through the study process. Two (2) meetings will be held virtually, and one (1) meeting will be held in person and is expected to be on-site at the intersection to observe the current conditions.

APPENDIX “B”

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If requested by HWC, the CLIENT shall, within a reasonable time, so as not to delay the Services of HWC:

1. Provide full information as to HWC’s requirements for the Project.
2. Assist HWC by placing at HWC’s disposal all available information pertinent to the Services, including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by HWC, obtain advice of an attorney, insurance counselor, and other engineers as CLIENT deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the Services of HWC.
4. Give prompt written notice to HWC whenever CLIENT observes or otherwise becomes aware of any defect in the Project.
5. Furnish true and accurate copies of all existing approvals or permits from all governmental authorities having jurisdiction over the Project. HWC will assist the CLIENT in identifying and procuring any additional permits associated with this Project or as identified in this Agreement.
6. Arrange for access to and make all provisions for HWC to enter upon public and private property as required for HWC to perform Services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to HWC, as requested by HWC or as required by this Agreement, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions in or relating to existing surface or subsurface structures at, or contiguous to, the Project Site.

APPENDIX "C"

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the CLIENT of the Project schedule and agrees to put forth reasonable efforts in performing the Services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule
Intersection Feasibility Study	To Be Determined

APPENDIX “D”

COMPENSATION

HWC shall receive payment from CLIENT for the Services performed under this Agreement, as listed below:

Activity	Fee	Compensation Type
Intersection Feasibility Study	\$15,000	Lump Sum

The “Hourly Billing Rates and Reimbursable Expenses Schedule” identified in this Appendix “D” is subject to change each December 31st without notification or modification to this Agreement.

HWC Engineering, Inc.
2025 Hourly Billing Rates

Position	Hourly Rate (\$)
Principal	250.00
Sr. Team Lead	230.00
Sr. Project Manager	210.00
Project Manager	180.00
Sr. Project Engineer	175.00
Project Engineer I	145.00
Project Engineer II	125.00
Sr. Designer/Technician	135.00
Designer/Technician	110.00
Project Coordinator	100.00
Landscape Architect I	135.00
Landscape Architect II	110.00
Planner I	135.00
Planner II	110.00
Sr. Planner	165.00
Project Surveyor I	140.00
Project Surveyor II	125.00
Survey Crew Lead I	130.00
Survey Crew Lead II	110.00
Survey Member I	90.00
Survey Member II	80.00
Clerical Support	80.00
Inspection Manager	185.00
Sr. Inspector	140.00
Construction Inspector I	120.00
Construction Inspector II	110.00
Intern	70.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.40 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet.
- USBs at \$25.00 each.
- Actual cost of photographs and postage and other expenses.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.